

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

BRYAN CHAMPION, RONNIE §
DANAGE, JOHN ENGELKE, §
CURTIS GREEN, MAX MURPHY §
and DAVID THOMPSON, individually §
and on behalf of all others similarly §
situated, § CIVIL ACTION NO. 2:08-CV-417
§
Plaintiffs, §
vs. §
§
ADT SECURITY SERVICES, INC., §
§
Defendant. §

DECLARATION OF RON CHAPMAN, JR.

I, Ron Chapman, Jr., have personal knowledge of the facts set forth herein, am over the age of 21, and am competent to testify to the following facts:

1. I am a shareholder with Ogletree, Deakins, Nash, Smoak & Stewart, P.C., the third largest labor and employment defense specialty firm in the U.S. with approximately 500 lawyers in 40 offices.

2. I graduated *cum laude* and as a member of the Order of the Coif from the Southern Methodist University School of Law in 1995. Following graduation, I clerked for the Honorable Robert Parker of the U.S. Court of Appeals for the Fifth Circuit. I entered private practice in the fall of 1996.

3. As a shareholder with Ogletree Deakins, my practice consists solely of labor and employment law, including experience defending wage-and-hour claims under the FLSA. I am Board Certified in labor and employment law by the Texas Board of Legal Specialization, and have been for approximately ten years.

4. I have been listed in *The Best Lawyers in America*; Chambers USA lists me as one of the country's "Leading Lawyers"; *Employment Law 360* has named me as one of the nation's ten "Rising Stars" in employment law; *Texas Monthly* consistently names me a "Super Lawyer"; *D Magazine* recognizes me as one of the "Best Lawyers in Dallas"; and the *Dallas Business Journal* has named me a "Top Corporate Defender." I have also been selected as a Fellow in the Litigation Counsel of America, which is composed of less than ½% of American lawyers, and I am AV rated by Martindale-Hubbell, the highest rating available.

5. Various publications have relied on me as a commentator on employment law issues, including the *Wall Street Journal*, *National Law Journal*, *Dallas Morning News*, *Dallas Business Journal*, *Financial Week*, *ABA Journal*, *Society for Human Resource Management*, *Employment Law 360*, *Human Resource Executive*, *Miami Daily Business Review*, *Business Insurance*, *Workforce Management*, *Staffing Success*, and *Journal of Corporate Recruiting Leadership*. Additionally, I have participated on multiple radio shows as an expert on labor and employment law issues, and I am a frequent speaker at employment law seminars.

6. I am counsel for defendant ADT Security Services, Inc. in this matter. My hourly rate charged to the client in this matter is \$353.00. There is no Ogletree Deakins attorney on this matter who charged the client an hourly rate higher than \$353.00, much less \$500.00. The hourly rate my firm charged for the time of Angela D. Green, an attorney with seven years of experience and our associate on this matter, to this client was \$240.00.

7. I actively practice in the Eastern District of Texas and am familiar with rates charged and acceptable billing practices for labor and employment work in this community. The current market rates for partner level labor and employment work in this community varies from

about \$250.00/hour to a high of about \$450.00/hour for certain premium work. Associate level rates range from \$200.00/hour to a high of about \$325.00/hour.

8. We are required to bill our clients by the tenth of an hour, not in quarter hour increments. The standard practice in the area of labor and employment law is to bill clients in increments of one-tenth of an hour.

9. It is not standard practice in the area of labor and employment law to bill clients for clerical or administrative tasks.

10. I am familiar with the terms of the settlement agreements with eight of the nine plaintiffs in this matter. Those plaintiffs settled for a modest total of \$50,500 (or \$6,312.50 per plaintiff). The settlement agreements also provide for a total payment to the Showalter law firm of \$6,000 for "unrecoverable costs." The ninth plaintiff was dismissed with prejudice without receiving any payments.

I declare under penalty of perjury that the foregoing is true and correct.



Ron Chapman, Jr.

8/31/10
Date